

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO. 08-017
v.	*	SECTION: "L" (5)
BURNELL MOLIERE	*	VIOLATION: 31 U.S.C. § 5324
	*	18 U.S.C. § 2
	*	
*	*	*

FACTUAL BASIS

If this case were to proceed to trial, the United States would prove beyond a reasonable doubt, through credible testimony and reliable evidence, the following facts:

In January, 2005, local businessman ("Mr. A") wrote Ellenese Brooks-Simms a "kickback" check for forty thousand dollars (\$40,000) in connection with her promotion and approval of the Orleans Parish School Board's expansion of the "I Can Learn®" program within the Orleans Parish school system. The "kickback" check was drawn on Mr. A.'s corporate bank account, signed by him and dated January 7, 2005.

In an effort to disguise and conceal the "kickback" scheme, the check was made payable to a nominee payee. To further conceal and disguise the illicit nature of the proceeds, Ellenese Brooks-Simms contacted BURNELL MOLIERE ("MOLIERE") and asked him to cash the forty thousand

dollar (\$40,000) check made payable to a nominee payee they both knew. Despite his suspicions as to the transaction's legality, MOLIERE agreed to cash the check anyway.

On January 7, 2005, MOLIERE deposited the forty-thousand dollar third-party check into his personal bank account after speaking to Mose Jefferson and then structured the release of the cash through a series of calculated check cashing transactions over the next few weeks. MOLIERE designed the transactions to conceal the flow of monies between Mr. A and Ellenese Brooks-Simms and to evade the federal currency transaction reporting requirements that arise when cashing a check over ten thousand dollars.¹

To achieve his design, MOLIERE executed a scheme involving straw-payee check-cashers² and three cash withdrawals under ten thousand dollars (\$10,000). Specifically, MOLIERE wrote three checks to cash in the amounts of \$5000, \$5,000 and \$4,000 which he cashed. He also wrote four checks in the amounts of \$7,500, \$7,500, \$7,000 and \$4,000 to straw-payees. After he wrote the checks to the straw-payees, he then instructed each to go to his bank, cash the checks and then

¹

MOLIERE banked with First American Bank in St. Charles Parish, Louisiana. As a domestic financial institution under Title 31, United States Code, Sections 5313 and 5324, First American Bank was required to complete a currency transaction report for any financial transaction involving the cashing of a check in an amount exceeding \$10,000 (*i.e.*, a currency transaction report would have been required if MOLIERE would have simply cashed the \$40,000 check after he deposited it into his bank account - and MOLIERE was aware of this reporting requirement).

²

Straw-payees cash checks made payable to them, but never keep the proceeds of the checks they were asked to cash.

Or return the monies to him. Each straw-payee followed MOLIERE's instructions, cashed their respective checks and returned the monies to him.

As MOLIERE collected the cash from his straw-payees and from his own cash withdrawals, he then transferred the \$40,000 in cash to Ellenese Brooks-Simms through a number of installments. However, by the end of January 2005, MOLIERE had completely transferred all of the proceeds of the structuring scheme to Ellenese Brooks-Simms.

In summary, this scheme permitted MOLIERE to knowingly evade the currency reporting requirements of Title 31, United States Code, Section 5313, and to conceal the flow of illicit funds between Mr. A and Ellenese Brooks-Simms.

READ AND APPROVED:

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